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PATENT

Attorney Docket No. A-72046/GKS/DHR
Our File No. 455675-142
Medarex Ref. No. COUL-015/02US

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:

Examiner: Not yet assigned

DUBOIS *et al.*

Group Art Unit: 1646

Serial No.: 09/879,442

CERTIFICATE OF MAILING

Filing Date: June 11, 2001

I hereby certify that this correspondence is being deposited with the United States Postal Service as First Class Mail addressed to the Commissioner for Patents, PO Box 1450, Alexandria, VA 22313-1450 on June 10, 2003.

For: **ENZYME-CLEAVABLE PRODRUG
COMPOUNDS**

Signed

Mari Kleineidam
Mari Kleineidam

Commissioner for Patents
PO Box 1450
Alexandria, VA 22313-1450

Sir:

Transmitted herewith is a Revocation of Previous Powers of Attorney and Appointment of New Power of Attorney with a copy of the Assignment of Patent (redacted) in the above-referenced application. The Assignment is being submitted for recordation in the U.S. Patent and Trademark Office's title records on even date herewith, under separate cover.

☒ No additional fee is required.

☐ Our Check No. _____ in the amount of \$ _____ for a _____ is enclosed.

☒ Also enclosed is 1) Return Receipt Postcard.

☐ Please charge the above-calculated fee in the amount of \$ _____ to Deposit Account No. 50-2319.

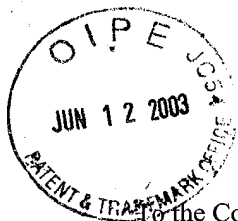
☒ Please charge any additional fees, including extension fees, or credit any overpayment to Deposit Account No. 50-2319.

Four Embarcadero Center, Suite 3400
San Francisco, California 94111-4187
Tel.: (415) 781-1989
Fax: (415) 398-3249

Respectfully submitted,

DORSEY & WHITNEY LLP

By: Gurjev K. Sachdeva
Gurjev K. Sachdeva, Reg. No. 37,434
Attorney for Applicant(s)
Filed under 37 C.F.R. §1.34(a)



REVOCATION OF PREVIOUS POWERS OF ATTORNEY AND
APPOINTMENT OF NEW POWER OF ATTORNEY

To the Commissioner of Patents and Trademarks:

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The undersigned assignee of the entire interest in application for letters patent entitled:

JUN 13 2003

ENZYME-CLEAVABLE PRODRUG COMPOUNDS

TECH CENTER 1600/2900

and having the named inventor(s):

**Vincent DUBOIS, Anne Marie FERNANDEZ, Sanjeev GANGWAR, Evan LEWIS, Thomas J. LOBL,
Matthew H. NIEDER, Lesley B. PICKFORD, Andre TROUET and Geoffrey T. YARRANTON**

and having Application Serial No. 09/879,442, and filing date of June 11, 2001,

hereby revokes all previous powers of attorney in the application and hereby appoints the following attorneys to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith; said appointment to be to the exclusion of the inventor(s) and his (their) attorney(s) in accordance with the provisions of 37 C.F.R. 1.31:

the DORSEY & WHITNEY LLP attorneys and agents associated with Customer Number 32940 as its attorneys with full power of substitution and revocation, to prosecute this application and to transact all business in the Patent and Trademark Office connected herewith, said appointment to be to the exclusion of the inventor(s) and his (their) attorney(s) in accordance with the provisions of 37 C.F.R. 3.71; provided that if any one of said attorneys ceases being affiliated with the law firm of DORSEY & WHITNEY LLP as partner, employee or of counsel, such attorney's appointment as attorney and all powers derived therefrom shall terminate on the date such attorney ceases being so affiliated;

In accordance with 37 CFR 3.73 the assignee hereby certifies that the evidentiary documents with respect to its ownership have been reviewed and that, to the best of assignee's knowledge and belief, title is in the assignee seeking to take this action.

Direct all telephone calls to: Gurjeev K. Sachdeva, Esq. at (415) 781-1989.

Address all correspondence to:

DORSEY & WHITNEY LLP
Attn: Intellectual Property Department
Suite 3400, Four Embarcadero Center
San Francisco, California 94111

Assignee: MEDAREX, INC.
By: W. Bradford Middlekauff
(typed name)
Signature: *W. Bradford Middlekauff*
Title: Senior Vice President and General Counsel
Address: Medarex, Inc., 707 State Rd., Princeton, NJ 08540
Date: 4/22/03

COPY

ASSIGNMENT OF PATENT

This Assignment of Patent (this "Patent Assignment") is entered into as of May 23, 2002, by and between Coulter Pharmaceutical, Inc. ("Assignor"), a Delaware corporation and wholly owned subsidiary of Corixa Corporation, and Medarex, Inc., a New Jersey corporation ("Assignee").

RECITALS

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of the date hereof, pursuant to which Assignee will purchase certain assets of Assignor, in exchange for cash and shares of common stock, par value \$0.01 per share, of Assignee.

WHEREAS, Assignor is the sole and exclusive owner of each of the patents and patent applications listed in Annex A attached hereto and incorporated herein by reference, all of which patents and patent applications were issued by or filed with the United States Patent and Trademark Office under the patent or application numbers listed in Annex A (all of such patents and patent applications are herein referred to as the "Patents"); and

WHEREAS, Assignor desires to assign Assignor's entire right, title and interest in and to each of the Patents to Assignee.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers and sets over, to Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the following:

(a) all applications for patents, provisional applications, and all patents in the United States of America and all foreign countries granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said patents, and all rights under the International Convention for the Protection of Industrial Property which relate in any way to the Patents;

(b) all things authored, developed, made, perfected, improved, designed, engineered, acquired, produced, conceived or first reduced to practice by Assignor or any of its employees or agents that are embodied in, derived from or conceived directly from the Patents, in any stage of development, including, without limitation, modifications, enhancements, designs, concepts, techniques, methods, ideas, flow charts, coding sheets, notes and all other information relating to the Patents;

(c) all other intellectual or intangible property contained in or conceived directly from the Patents, whether pending, applied for or issued, whether filed in the United States or in other countries and all rights with respect to any of the foregoing, together with all associated goodwill; and

(d) those Patents referred to in Annex A:

together with all claims for damages by reason of past, present, or future infringement thereof, with the right to sue for, and collect the same for Assignee's own use and enjoyment, the same to be held and enjoyed by Assignee for its own use, and the use of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

2. General.

(a) Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns that Assignor will, at the cost and expense of the Assignee, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the recordation of this assignment of the Patents to Assignee.

(b) Assignor hereby requests the Commissioner of Patents to issue, to Assignee, any and all Letters Patent of the United States arising from such Patents for the use and behalf of the Assignee, its successors, legal representatives, and assigns.

(c) This Patent Assignment is being delivered in connection with the Purchase Agreement and is subject to, and is entitled to the benefits in respect of, the Purchase Agreement.

(d) This Patent Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

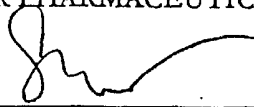
(e) This Patent Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one instrument.

[Signature page follows.]

IN WITNESS WHEREOF, this Assignment of Patent has been duly executed and delivered by a duly authorized officer of Assignor as of May 23rd, 2002.

ASSIGNOR:

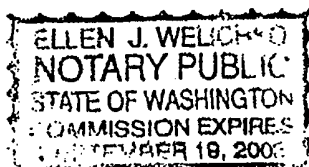
COULTER PHARMACEUTICAL, INC.

By: 
Name: Steven Grills, Ph.D.
Title: President

SUBSCRIBED AND SWORN TO before me this 23rd day of May, 2002.

NOTARY PUBLIC in and for the State of

Washington, residing at
Seattle
My Commission Expires: Sept 19, 2003



ANNEX A

Patents

REDACTED

09/879,442
06/11/2001

REDACTED